

RESOLUTION NO. 07-95

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA EXPRESSING ITS SUPPORT FOR THE ESTABLISHMENT OF THE BELLAGIO COMMUNITY DEVELOPMENT DISTRICT COMPRISING OF 73.65 ACRES, MORE OR LESS, HAVING EXTERNAL BOUNDARIES AS DEPICTED IN THE MAP AS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1" AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, petitioner, Shoma Homes at Bellagio, LLC, a Florida limited liability company, seeks to establish the Bellagio Community Development District within the geographic boundaries of the City of Hialeah and Miami-Dade County; and

WHEREAS, pursuant to advertised notice, the City conducted a public hearing to determine if the City would support or object to the establishment of the Bellagio Community Development District by ordinance of the Board of Miami-Dade County Commissioners; and

WHEREAS, the adoption of this supporting resolution is a condition precedent to Miami-Dade County approval; and

WHEREAS, the City of Hialeah finds that it is in the best interest of the community and its residents to support the establishment of the Bellagio Community Development District, an alternative management entity in the form of a special single purpose local government providing infrastructure to the community development at sustained levels of quality over the long term; and

WHEREAS, the City of Hialeah finds that the creation of the Bellagio Community Development District will provide a net economic benefit to the City, including an enhanced and well maintained tax base to the benefit of all present and future taxpayers; and

WHEREAS, the City of Hialeah finds that the creation of the Bellagio Community Development District will ensure long-term management and related financing to meet the need in the City for timely, efficient, effective, responsive, innovative, accountable, focused and economical ways to deliver basic services to new communities within Hialeah Heights and to solve the City's planning, management and financing needs for delivery of capital infrastructure in order to provide for projected growth without overburdening the City and its taxpayers; and

WHEREAS, the petitioner proffers a declaration of restrictive covenants providing for a contribution of \$500,000 towards the expansion of NW 97 Avenue and NW 138 Street or related roadway improvements in the vicinity of the Bellagio Community Development District that will benefit the City and the Bellagio Community Development District, to which the City accepts; and

WHEREAS, the City conditions its support on the approval by the City of a uniform notice to be signed by every future purchaser of a dwelling unit within the Bellagio Community Development District, prior to the sale and purchase of a dwelling unit from the developer or through subsequent resale transactions, that will be recorded in the Miami-Dade County Public Records and that will fully inform the prospective purchaser of the scope and range of powers of a Community Development District, of the full extent of the monetary obligations and other responsibilities of the purchaser and of the fact that the City is not involved in any financing or bonding, budgeting or collection of assessments for the District; and

WHEREAS, the infrastructure that will be financed through the Bellagio Community Service District include street lights, irrigation, signage, earthwork, roads and paving, offsite storm drainage, surface water management, water distribution and wastewater collection and transmission.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City Council of the City of Hialeah, Florida hereby expresses its support for the establishment of the Bellagio Community District comprising of 73.65 acres, more or less, having external boundaries as depicted in the map as attached hereto and made a part hereof as Exhibit "1" subject to the following conditions:

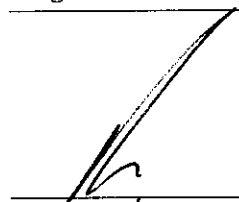
1. Any amendments or modifications to the petition on file with the City shall be submitted for review and approval of the City within 30 days of such amendments or modifications.
2. All current names and addresses of the district professional manager, attorney, bond counsel, developer representative, and members and chair of the board of supervisors or directors of the Bellagio Community Development District, including any future changes to the names and addresses provided.
3. Restrictions contained in the proposed plat.
4. Compliance with all land use, zoning, permitting, licensing, covenant community laws, rules and regulations adopted by the City of Hialeah.
5. Provision and recording of a uniform notice approved by the City to be signed by every future purchaser, either through the developer or through subsequent resale transactions, fully informing the prospective purchaser, prior to closing and transfer of title, of the scope and range of powers of a Community Development District, of the full extent of the monetary obligations and other responsibilities of the purchaser and of the fact that the City is not involved in any financing or bonding, budgeting or collection of assessments for the Community Development District.

Section 3: The City Council of the City of Hialeah, Florida hereby accepts the petitioner's proffer of a declaration of restrictive covenants that provides for a contribution \$500,000 towards the expansion of NW 97 Avenue and NW 138 Street or related improvements in the vicinity of the Bellagio Community District, the payment of

which shall be made to the City of Hialeah no later than 15 days after the date that Miami-Dade County, through its Board of Commissioners, establishes the Bellagio Community Development District by ordinance.

Section 4: This resolution shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED AND ADOPTED this 14th day of August, 2007.



Esteban Bovo
Council President

Attest:



Rafael E. Granado, City Clerk

Approved on this 19 day of August, 2007.



Mayor Julio Robaina

Approved as to form and legal sufficiency:



William M. Grodnick, City Attorney

s:/wmg/legisl/reso-07/bellagioCDD.doc

Resolution was adopted by a unanimous vote with Councilmembers Bovo, Caragol, Casals-Muñoz, Gonzalez, Hernandez, Miel and Yedra voting "Yes".

Prepared by:
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Miami, Florida 33131
Telephone: (305) 789-7580

This Space Reserved for Recording

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions ("Declaration") executed this 14 day of August, 2007, by SHOMA HOMES AT BELLAGIO, LLC, a Florida limited liability company, ("Owner").

WITNESSETH

WHEREAS, the undersigned Owner is the fee simple owner of the following described property ("Property") located in the City of Hialeah, Florida (the "City");

SEE ATTACHED EXHIBIT "A"

WHEREAS, the Owner is constructing a residential development on the Property and is establishing a Community Development District known as Bellagio Community Development District ("Bellagio CDD").

WHEREAS, the City is expanding NW 97th Avenue and NW 138th Street.

NOW, THEREFORE, for good and valuable consideration, the undersigned Owner hereby covenants and agrees as follows:

1. The Owner shall contribute \$500,000.00 to the City to be used for the expansion of NW 97th Avenue and NW 138th Street ("Expansion Roads"). The Expansion Roads are in the proximity of the Property and will serve as the main access points. Owner shall make the contribution after the approval of the Bellagio CDD by the City and Miami-Dade County.

2. If either the City or Miami-Dade County do not approve the Bellagio CDD, or if the approvals are nullified pursuant to any appeal therefrom, then this Declaration shall be null and void and no further force and effect without the execution of any further instrument.

3. The Owner shall have the option to assign its obligation to pay the \$500,000.00 contribution to the Bellagio CDD.

4. This covenant is intended and shall constitute a restrictive covenant concerning the use, enjoyment, and title to the above-described property and shall constitute a covenant running with the land and may be recorded in the Public Records of Miami-Dade County, Florida. This covenant shall remain in full force and effect and shall be binding upon the undersigned, its heirs, successors and assigns until such time as the same is modified, amended or released and except as set forth above, may only be modified, amended or released by a written instrument executed by the then owner having fee simple title to the property affected or to be affected by such modification, amendment, or release; provided, however, the same is also approved by the Mayor of the City of Hialeah, or his successors, by resolution, upon advertised notice, or by ordinance if the covenant is adopted by ordinance or as otherwise provided in the Hialeah Charter.

[Execution page follows]

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Miami-Dade

County, this 14 day of AUGUST, 2007.

Signed, sealed and delivered in the presence of:

[Signature]
WITNESS
Printed Name: Lupia Cabrera

[Signature]
WITNESS
Printed Name: CLARA C. ADAN

SHOMA HOMES AT BELLAGIO, LLC
a Florida limited liability company,

[Signature]
Masoud Shojaee, Manager

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that, on this 14 day of AUGUST, 2007, before me, an officer duly authorized in the State of Florida and in the County of Miami-Dade, to take acknowledgments, personally appeared Masoud Shojaee, Manager of **SHOMA HOMES AT BELLAGIO, LLC**, a Florida limited liability company, to me known to be the person described herein and who executed the foregoing instrument and that he acknowledged before me, under oath, that he executed same.

WITNESS my hand and official seal this 14th day of August, 2007.

[Signature]
Notary Public, State of Florida
#DD 286995
(Name of Notary Public, Print, Stamp or Type as it appears on Notary Seal)

Personally known to me, or
Produced Identification:

Identification Produced:

☐ DID take an oath
☐ DID NOT take an oath

EXHIBIT "A"
LEGAL DESCRIPTION

Tracts 33 through 36, both inclusive, in Section 21, Township 52 South, Range 40 East, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida.

LESS the part thereof taken in Eminent Domain proceedings, Case No. 79-5-184 for Interstate 75, being more particularly described as follows:

Begin at the Northeast corner of the Southwest 1/4 of said Section 21, Township 51 South, Range 40 East; thence run South 2 degrees 36 minutes 44 seconds East along the East line of the Southwest 1/4 of said Section 21 for 1320.80 feet to an intersection with the South line of said Tract 36; thence run South 89 degrees 37 minutes 29 seconds West along the last described South line for 600.85 feet to a point on a circular curve concave to the Northwest and having a radius of 1035.92 feet; thence from a tangent bearing of North 18 degrees 49 minutes 16 seconds East, run Northeasterly 315.33 feet through a central angle of 17 degrees 26 minutes 26 seconds in the end of this portion of said curve; thence run North 1 degree 50 minutes 49 seconds East for 768.10 feet; thence run North 2 degrees 37 minutes 10 seconds West for 243.52 feet to an intersection with the North line of the Southwest 1/4; thence run North 89 degrees 37 minutes 02 seconds East along the last described North line for 471.94 feet to the Point of Beginning and all rights of ingress, egress, light, air and view between the remaining portions of said Tracts 33 through 36 and any facility constructed on the portion taken for Interstate 75.

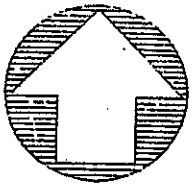
Tracts 37, 38, 43, 44 and 45 in Section 21, Township 52 South, Range 40 East, a Subdivision of FLORIDA FRUIT LAND COMPANY, according to the Plat thereof as recorded in Plat Book 2 at Page 17, of the Public Records of Miami-Dade County, Florida, less those portions of said Tracts 37 and 38 conveyed to the State of Florida Department of Transportation in Deed filed July 20th, 1979, in Official Records Book 10458 at page 2138, of the Public Records of Miami-Dade County, Florida.

Tract 46 in Section 21, Township 52 South, Range 40 East, a Subdivision according to the Plat thereof recorded in Plat Book 2, page 17 of the Public Records of Miami-Dade County, Florida.

Portions of Tract 39, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, of Section 21, Township 52 South, Range 40 East, according to the plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: Begin at the Southwest corner of said Tract 39, thence North 02 degrees 37 minutes 47 seconds West, along the West line of said Tract 39, for 330.20 feet, to the Northwest corner of said Tract 39; thence North 89 degrees 37 minutes 53 seconds East, along the North line of said Tract 39, for 319.94 feet, to a point on the Westerly right-of-way line of Interstate 75, said point also being on a circular curve, said curve being concave to the Northwest and having a radius of 1315.92 feet; thence Southwesterly along the arc of said curve and along said Westerly right-of-way line of Interstate 75, through a central angle of 11 degrees 03 minutes 51 seconds, for an arc distance of 254.11 feet; thence North 77 degrees 18 minutes 30 seconds West, along said Westerly right-of-way line of Interstate 75; thence South 11 degrees 23 minutes 07 seconds West, along said Westerly right-of-way line of Interstate 75, to a point on the South line on said Tract 39; thence South 89 degrees 38 minutes 06 seconds West, along said South line of Tract 39, for 74.40 feet, to the Point of Beginning; said lands lying and being in Miami-Dade County, Florida.

EXHIBIT 1

LOCATION SKETCH



NORTH

NW 154th ST.

N.W. CORNER
S.W 1/4 SEC. 21-52-40

SITE LOCATION

NW 97th AVE.

NW 146th ST.

NW 138th ST.

LOCATION MAP

